

SEP 02 '10 -3 02 PM

Vinson&Elkins**SURFACE TRANSPORTATION BOARD**

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Tel 202.639.8554 Fax 202.679.8954

September 2, 2010

Ms. Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

Re: Notice of Termination of Loan and Security Agreement (Recordation No. 20872-E)
and Amendment of Sublease Agreement (Recordation No. 20872-B)

Dear Ms. Brown

Enclosed for recordation pursuant to 49 U.S.C. § 11301 is a Termination Agreement, dated August 30, 2010, terminating the Loan and Security Agreement (Recordation No. 20872-E) and amending the Sublease Agreement (Recordation No. 20872-B). The names and addresses of the parties to the Termination Agreement are:

Dallas Area Rapid Transit
1401 Pacific Avenue
Dallas, Texas 75266-7220

Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-0001

Ambac Investments Inc.
One State Street Plaza
New York, New York 10004

First Hawaiian Leasing, Inc.
1314 South King Street
Second Floor
Honolulu, Hawaii 96847

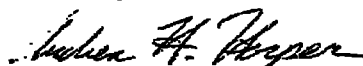
Ambac Asset Funding Corporation
One State Street Plaza
New York, New York 10004

Ambac Assurance Corporation
One State Street Plaza
New York, New York 10004

The Loan and Security Agreement (Recordation No. 20872-E) and the Sublease Agreement (Recordation No. 20872-B) were filed on September 16, 1997. The following light rail vehicles were the subject of the filing: Twenty-two (22) Kinkisharyo light rail vehicles owned by Dallas Area Rapid Transit, Serial Numbers: 101 through and including 122.

Please record the Termination Agreement under Recordation No. 20872-F or the next available number connected with the Lease Agreement filed as Recordation No. 20872 and apply the recordation fee to the Vinson & Elkins account. If you have any questions or concerns, please do not hesitate to contact me at 202.639.6554 or aharper@velaw.com.

Sincerely,



Andrea H. Harper
Attorney for Dallas Area Rapid Transit

Subscribed and sworn to before me at the

DISTRICT OF COLUMBIA:

this 2nd day of September the year 2010

Signature Kathryn J. Merein

My Commission Expires January 14, 2012



KATHRYN J. MERIGH
Notary Public, District of Columbia
My Commission Expires January 14, 2012

SEP 02 '10 -3 02 PM

SURFACE TRANSPORTATION BOARD

**TERMINATION AGREEMENT
(1997-LRV-FH)**

Dated as of August 30, 2010

among

DALLAS AREA RAPID TRANSIT,

FIRST HAWAIIAN LEASING, INC.,

AMBAC INVESTMENTS INC.,

AMBAC ASSET FUNDING CORPORATION,

AMBAC ASSURANCE CORPORATION,

and

**WILMINGTON TRUST COMPANY,
in the capacities stated herein**

This TERMINATION AGREEMENT (1997-LRV-FH) dated as of August 30, 2010 (this "Agreement"), is among DALLAS AREA RAPID TRANSIT, a public political entity and corporate body of the State of Texas created pursuant to Chapter 452 of the Texas Transportation Code (the "Sublessee" or "DART"), FIRST HAWAIIAN LEASING, INC., a Hawaii corporation (the "Equity Investor"), AMBAC INVESTMENTS INC., a Delaware corporation (the "Lender"), AMBAC ASSET FUNDING CORPORATION, a Delaware corporation (the "Payment Undertaker"), AMBAC ASSURANCE CORPORATION, a Wisconsin-domiciled stock insurance company, on its own behalf ("Ambac Assurance") and as Management Services Provider ("Management Services Provider") of the Segregated Account of Ambac Assurance Corporation (the "Segregated Account") on behalf of the Segregated Account, and WILMINGTON TRUST COMPANY, a Delaware banking corporation (the "Trust Company"), not in its individual capacity, except as otherwise expressly set forth herein, but solely as Trustee under the Trust Agreement (1997-LRV-FH) dated as of July 25, 1997, between it and the Equity Investor (the "Trustee" or "Sublessor"), and as Custodian under the Additional Equity Deposit Agreement (as hereinafter defined).

RECITALS

WHEREAS, the Sublessor, the Equity Investor, the Lender, the Payment Undertaker, and the Trustee entered into a Participation Agreement (1997-LRV-FH) dated as of July 25, 1997 (the "Participation Agreement"), and the relevant parties entered into the transactions contemplated thereby;

WHEREAS, the Sublessor and the Lender entered into the Loan and Security Agreement (1997-LRV-FH) dated as of July 25, 1997 (the "Loan Agreement"), pursuant to which the Lender advanced a loan to the Sublessor and the Sublessor issued the Loan Certificate to the Lender to evidence said loan;

WHEREAS, the Payment Undertaker and the Sublessee entered into the Insured Payment Undertaking Agreement (1997-LRV-FH) dated as of July 25, 1997 (the "Payment Undertaking Agreement"), pursuant to which the Sublessee provided certain funds to the Payment Undertaker and the Payment Undertaker agreed to repay such amount to the Lender by making periodic payments on the terms set forth in the Payment Undertaking Agreement;

WHEREAS, the Payment Undertaker's obligations under the Payment Undertaking Agreement are insured by Ambac Assurance pursuant to the Financial Guaranty Insurance Policy No. SF0030BE, effective July 25, 1997 (the "Payment Undertaking Agreement Policy");

WHEREAS, the Sublessor and the Sublessee entered into the Payment Undertaking Pledge Agreement (1997-LRV-FH) dated as of July 25, 1997 (the "Payment Undertaking Pledge Agreement"), pursuant to which the Sublessee granted to the Sublessor for its benefit a security interest in all of Sublessee's right, title and interest in and to the Payment Undertaking Agreement and the Payment Undertaking Agreement Policy and all proceeds thereof;

WHEREAS, in order to secure its obligations to the Lender under the Loan Agreement, the Sublessor has thereunder pledged and assigned and has granted to the Lender a security interest in all of Sublessor's right, title and interest in and to the Payment Undertaking Pledge

Agreement and certain other collateral set forth in the Loan Agreement (including, without limitation, the Payment Undertaking Agreement and the Payment Undertaking Agreement Policy);

WHEREAS, prior to the date hereof, the Payment Undertaking Agreement Policy has been allocated to the Segregated Account;

WHEREAS, the Sublessee and Wilmington Trust Company, in its capacity as the Sublessor and as the Custodian, entered into an Additional Equity Deposit Agreement (1997-LRV-FH) dated as of March 6, 2009 (the "Additional Equity Deposit Agreement");

WHEREAS, the Sublessee and the Sublessor desire to transfer the Payment Undertaking Agreement and the Payment Undertaking Agreement Policy to the Lender in satisfaction of the Full Termination Amount (as such term is defined in the Payment Undertaking Agreement), such transfer of the Payment Undertaking Agreement and the Payment Undertaking Agreement Policy to constitute final payment in full of the principal of and interest on, and satisfaction of all other obligations of the Sublessor under, the Loan Certificate, thereby extinguishing the Sublessor's obligations to the Lender under the Loan Agreement and the Loan Certificate;

WHEREAS, simultaneously upon the occurrence of the foregoing, (i) the Lender desires to release its lien on the Collateral (as defined in the Loan Agreement), and (ii) the Sublessor desires to (A) release its lien on the Collateral (as defined in the Payment Undertaking Pledge Agreement) and (B) release its lien on the Additional Account Collateral (as defined in the Additional Equity Deposit Agreement) and deliver, or cause to be delivered, such Additional Account Collateral to the Sublessee;

NOW, THEREFORE, in consideration of the premises, the mutual covenants set forth herein and other good and valuable consideration, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Capitalized terms used in this Agreement, including the recitals, which are not otherwise defined herein shall have the meanings assigned to such terms in Appendix A to the Participation Agreement or in the other Operative Documents, as applicable (and the rules of usage specified in Appendix A to the Participation Agreement shall apply to this Agreement).

ARTICLE II

TRANSACTIONS

Section 2.01 On the date hereof, the parties hereto agree to consummate the following transactions (collectively, the "Transactions"), each of which shall be deemed to occur simultaneously:

(a) Each of the Sublessee and the Sublessor shall and does hereby transfer to the Lender and the Lender hereby agrees to accept the transfer to it of the Payment Undertaking Agreement and the Payment Undertaking Agreement Policy as payment in full of the Full Termination Amount (as defined in the Payment Undertaking Agreement) pursuant to the Payment Undertaking Agreement (treating the Loan Agreement Termination (as defined in Section 2.01(b) hereof) as a Full Termination Event thereunder). The Sublessor shall and does hereby release its lien on the Collateral (as defined in the Payment Undertaking Pledge Agreement), and the Payment Undertaking Pledge Agreement shall be and is hereby terminated and discharged in its entirety.

(b) The Lender shall and does hereby release its lien on the Collateral (as defined in the Loan Agreement) and waives and releases any and all security interests, liens and other interests in and to such Collateral thereunder and under the other Operative Documents, and the Loan Agreement shall be and is hereby terminated and discharged in its entirety (the "Loan Agreement Termination") pursuant to Section 7.01 thereof (this Agreement to constitute notice thereof pursuant to Section 21 of the Sublease), all obligations owing and outstanding with respect to the Loan Agreement shall be and be deemed to be fully satisfied and discharged (including, without limitation, all obligations in respect of all principal of, accrued interest on and all other amounts due under any Loan Certificate and the other Operative Documents) in consideration of the transactions described in Section 2.01(a) hereof, and the Trustee's appointment of the Lender as attorney-in-fact pursuant to Section 5.03 of the Loan Agreement is hereby revoked. Notwithstanding anything to the contrary contained in the Loan Agreement or the other Operative Documents, the actions described in Section 2.01(a) hereof shall be deemed to be a prepayment of any and all Loan Certificates in their entirety pursuant to Section 2.10 of the Loan Agreement and, pursuant to Section 2.10(c) of the Loan Agreement, such prepayment shall be made without premium or penalty of any kind and the Sublessor and the Equity Investor shall not be liable for any Breakage Loss or other costs and expenses incurred by the Lender as a result of such prepayment. For the avoidance of doubt, this Agreement shall constitute notice to DART of the discharge of the lien of the Loan Agreement pursuant to Section 7.01 thereof in its entirety as required pursuant to Section 17(a) of the Head Lease.

(c) The Trustee shall and does hereby release its lien on the Additional Account Collateral (as defined in the Additional Equity Deposit Agreement) and, notwithstanding anything to the contrary contained in the Additional Equity Deposit Agreement, the Additional Equity Deposit Agreement shall be and is hereby terminated and discharged in its entirety pursuant to Section 6 thereof. The Trustee and the Equity Investor shall and do hereby instruct the Custodian to deliver to DART on the date hereof (i) each of the certificates evidencing the Additional Account Collateral, as well as any other cash, instruments or documents delivered to the Trustee or the Custodian pursuant to the Additional Equity Deposit Agreement, and

(ii) specifically, the Additional Account Collateral bearing CUSIP No. 3137EABX6 and having a principal amount at maturity (January 7, 2014) of \$200,000.00, using the following account information (or as otherwise instructed in writing by DART):

Bank of America, NA
053000196
BK AMERICA NC/CUST
FBO: Dallas Area Rapid Transit Acct # 035999

Section 2.02 In connection with the Transactions and releases referred to in Section 2.01 hereof, (a) the Lender agrees to deliver each original Loan Certificate stamped "cancelled" to the Sublessor (with a copy to the Sublessee and the Equity Investor) promptly following the date hereof, and (b) the Lender, the Trustee, the Equity Investor and the Custodian consent to the filing by DART of UCC-3 financing statement terminations in each jurisdiction as shall be necessary or reasonably required to evidence the termination of the liens of the Loan Agreement, the Payment Undertaking Pledge Agreement and the Additional Equity Deposit Agreement.

ARTICLE III

RELEASES

Section 3.01 Subject to the consummation of the Transactions:

(a) Each of the Sublessee, the Trustee and the Equity Investor, and their respective predecessors, successors, affiliates, agents, officers, directors, employees and shareholders, hereby forever releases and discharges the Lender, the Payment Undertaker, Ambac Assurance and the Segregated Account, and their respective predecessors, successors, affiliates, agents, officers, directors, employees and shareholders, from any and all past, present and future obligations, adjustments, liability for payment of interest, offsets, actions, causes of action, suits, debts, sums of money, accounts, premium payments, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, judgments, liens, rights, costs and expenses (including attorneys' fees and costs actually incurred), claims and demands, liabilities and losses of any nature whatsoever, whether grounded in law or in equity, in contract or in tort, all whether known or unknown, vested or contingent (including if related to any determination that any portion of any consideration paid or conveyed to any party hereunder (including the Payment Undertaking Agreement and the Payment Undertaking Agreement Policy) is avoided or required to be repaid or reconveyed by any judicial order or judgment, or in connection with any insolvency or similar proceeding), that the Sublessee, the Trustee or the Equity Investor now has, owns or holds, or claims to have, own or hold, or at any time had, owned or held, or claimed to have had, owned or held, or may after the execution of this Agreement have, own or hold, or claim to have, own or hold, against the Lender, the Payment Undertaker, Ambac Assurance or the Segregated Account, arising from, based upon or in any way related to the Loan Agreement, the Loan Certificate, the Payment Undertaking Agreement, the Payment Undertaking Agreement Policy or any other Operative Document, it being the intention of the parties hereto that subject to the provisions hereof, this Agreement shall operate as a full and final settlement of the current

and future liabilities of the Lender, the Payment Undertaker, Ambac Assurance and the Segregated Account to the Sublessee, the Trustee and the Equity Investor under and in connection with the Loan Agreement, the Loan Certificate, the Payment Undertaking Agreement, the Payment Undertaking Agreement Policy and the other Operative Documents.

(b) Each of the Lender, the Payment Undertaker, Ambac Assurance and the Segregated Account, and their respective predecessors, successors, affiliates, agents, officers, directors, employees and shareholders, hereby forever releases and discharges the Sublessee, the Trustee and the Equity Investor, and their respective predecessors, successors, affiliates, agents, officers, directors, employees and shareholders, from any and all past, present and future obligations, adjustments, liability for payment of interest, offsets, actions, causes of action, suits, debts, sums of money, accounts, premium payments, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, judgments, liens, rights, costs and expenses (including attorneys' fees and costs actually incurred), claims and demands, liabilities and losses of any nature whatsoever, whether grounded in law or in equity, in contract or in tort, all whether known or unknown, vested or contingent (including if related to any determination that any portion of any consideration paid or conveyed to any party hereunder (including the Payment Undertaking Agreement and the Payment Undertaking Agreement Policy) is avoided or required to be repaid or reconveyed by any judicial order or judgment, or in connection with any insolvency or similar proceeding), that the Lender, the Payment Undertaker, Ambac Assurance or the Segregated Account now has, owns or holds, or claims to have, own or hold, or at any time had, owned or held, or claimed to have had, owned or held, or may after the execution of this Agreement have, own or hold, or claim to have, own or hold, against the Sublessee, the Trustee or the Equity Investor, arising from, based upon or in any way related to the Loan Agreement, the Loan Certificate, the Payment Undertaking Agreement, the Payment Undertaking Agreement Policy or any other Operative Document, it being the intention of the parties hereto that subject to the provisions hereof, this Agreement shall operate as a full and final settlement of the current and future liabilities of the Sublessee, the Trustee and the Equity Investor to the Lender, the Payment Undertaker, Ambac Assurance and the Segregated Account under and in connection with the Loan Agreement, the Loan Certificate, the Payment Undertaking Agreement, the Payment Undertaking Agreement Policy and the other Operative Documents; provided, however, that the Sublessee's indemnity obligations under Section 15 of the Participation Agreement for any acts, omissions, events or period of time prior to the date hereof are not hereby released or discharged.

ARTICLE IV

AMENDMENTS TO OPERATIVE DOCUMENTS

Section 4.01 From and after the date hereof,

(a) Exhibits B, C, D and E to the Sublease shall be and are hereby deleted and replaced in their entirety with the respective exhibits attached hereto as **Exhibit A**.

(b) The definition of "Agreed Purchase Option Price" set forth in Appendix A to the Participation Agreement shall be and is hereby amended and restated in its entirety to read as follows:

"Agreed Purchase Option Price" means an amount equal to 33.62570144% of the Equipment Value of each Item of Equipment.

Section 4.02 From and after the date hereof, the term Operative Documents (as defined in Appendix A to the Participation Agreement) shall (a) exclude the Loan Agreement, the Payment Undertaking Agreement, the Payment Undertaking Agreement Policy, the Payment Undertaking Pledge Agreement, any Loan Certificate and the Additional Equity Deposit Agreement and (b) include this Agreement, and Appendix A to the Participation Agreement is hereby amended to reflect the same.

Section 4.03 For the avoidance of doubt, the parties hereto agree that, from and after the date hereof, (a) except as expressly set forth in this Agreement, DART shall have no further duties or obligations under the Participation Agreement or any other Operative Document (i) to the Lender, the Payment Undertaker, Ambac Assurance or the Segregated Account, or (ii) to any other party hereto with respect to the Loan Agreement, the Payment Undertaking Agreement, the Payment Undertaking Agreement Policy, the Payment Undertaking Pledge Agreement, any Loan Certificate, the Additional Equity Deposit Agreement or under any term or provision of any Operative Document which makes reference to any of the foregoing, (b) except as expressly set forth in this Agreement, none of the Lender, the Payment Undertaker, Ambac Assurance or the Segregated Account shall have any further rights, duties or obligations under the Participation Agreement or any other Operative Document, (c) no breach, default or event of default shall exist or deemed to exist under any Operative Document by virtue of the failure by any party to this Agreement from and after the date hereof to perform any term or provision of any of the Loan Agreement, the Payment Undertaking Agreement, the Payment Undertaking Agreement Policy, the Payment Undertaking Pledge Agreement, any Loan Certificate or the Additional Equity Deposit Agreement, (d) any term or provision of any Operative Document (other than the terms and provisions of this Agreement) which makes reference to the Loan Agreement, the Payment Undertaking Agreement, the Payment Undertaking Agreement Policy, the Payment Undertaking Pledge Agreement, any Loan Certificate or the Additional Equity Deposit Agreement (or which makes reference to the Lender, the Payment Undertaker, the Payment Undertaker Insurer, Ambac Assurance or the Segregated Account) or to any matter related to any of the foregoing shall be a nullity and have no further force and effect, and (e) any right of the Sublessor or the Equity Investor that derives from, or that may be exercised only with the consent of, at the direction of, or otherwise with reference to, the Lender, shall vest completely in the Sublessor or the Equity Investor, as the case may be, and may be exercised by such party without regard to the Lender.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Section 5.01 (a) Each party hereto hereby represents and warrants (severally as to itself), as of the date hereof, that (i) it is an entity of the type referred to after its name in the opening paragraph hereof duly organized, validly existing and in good standing under the laws of the jurisdiction therein referred to, (ii) it has full power and authority to execute, deliver and perform this Agreement and undertake the other actions (and enter into the other agreements) contemplated hereby in connection with the Transactions, (iii) its execution, delivery and performance of this Agreement and undertaking of the other actions (and entering into of the other agreements) contemplated hereby in connection with the Transactions have been duly authorized by all necessary action on its part and does not require any approval or consent of or action by, or notice to, any other Person (other than, with respect to the Trustee, the authorization of the Equity Investor set forth in Section 6.07 hereof, and other than, with respect to the Sublessee, any notices or filings to be sent or made, as applicable, by the Sublessee to the Federal Transit Administration or to the Surface Transportation Board as referenced in Section 5.01(b) hereof), (iv) this Agreement (and each other agreement contemplated hereby) has been duly executed and delivered by it and, assuming the due execution and delivery thereof by the other parties hereto, constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally or by general principles of equity (regardless of whether enforcement is pursuant to a proceeding in equity or at law), and (v) neither the execution, delivery and performance of this Agreement (or any other agreement contemplated hereby) by it nor the consummation or performance by it of the Transactions will contravene any applicable law or conflict with, result in any violation of, or constitute a default under, any term of its constituent documents or any agreement, mortgage, contract, indenture, lease or other instrument to which it is a party or by which it is bound.

(b) The Sublessee hereby represents and warrants as of the date hereof that all notices, filings and/or recordations with the Federal Transit Administration and the Surface Transportation Board as are necessary or advisable to protect the rights of the Sublessor under the Sublease in connection with the Transactions and the execution and delivery of this Agreement shall be effected by the Sublessee promptly following the date hereof.

(c) DART hereby represents and warrants, as of the date hereof, that (i) the only leveraged lease transactions previously entered into by DART and which involved the Lender, the Payment Undertaker or Ambac Assurance as a named party thereto were those lease transactions entered into pursuant to the terms of (A) the Participation Agreement, (B) that certain Participation Agreement (1997-LRV-COM) dated as of July 25, 1997, by and among DART, Comerica Leasing Corporation and the other parties named therein (the "**LRV Comerica Transaction**") and (C) that certain Participation Agreement (1997-RDC-COM) dated as of July 25, 1997, by and among DART, Comerica Leasing Corporation and the other parties named therein (the "**RDC Comerica Transaction**"), and (ii) the LRV Comerica Transaction was terminated on February 27, 2009 pursuant to the terms of that certain Termination Agreement (1997-LRV-COM) dated as of February 25, 2009, by and among DART and the other parties

named therein, and (iii) the RDC Comerica Transaction was terminated effective December 15, 2008 through DART's exercise of the purchase option in accordance with the terms of the agreements governing the RDC Comerica Transaction.

ARTICLE VI

MISCELLANEOUS

Section 6.01 Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated except to the extent specifically set forth in writing signed by each of the parties hereto.

Section 6.02 This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of New York (including Sections 5-1401 and 5-1402 of the New York General Obligations Law but, to the fullest extent permitted by law, excluding all other choice-of-law rules), except that the laws of the State of Texas shall govern all matters relating to the powers and authority of DART.

Section 6.03 The headings of the articles and sections hereof are for convenience of reference only and shall not affect the meaning or construction of any provision thereof.

Section 6.04 This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 6.05 If any non-material provision of this Agreement is invalid, illegal or unenforceable under Applicable Law, the validity, legality and enforceability of the remaining provisions hereof shall not be affected or impaired thereby.

Section 6.06 This Agreement has been executed on behalf of the Sublessor by the Trust Company solely in its capacity as Trustee under the Trust Agreement, and not in its individual capacity. In no case shall the Trust Company (or any entity acting as successor or additional Trustee) be personally liable for or on account of any of the statements, representations, warranties, covenants, obligations or undertakings of the Sublessor hereunder, any right to assert any such liabilities against the Trust Company (or any entity acting as successor or additional Trustee) being hereby waived by the other party hereto; provided, however that such waiver shall not affect the liability of the Trust Company (or any entity acting as successor or additional Trustee) to any Person under any other agreement to the extent expressly agreed to in its individual capacity thereunder.

Section 6.07 By its execution and delivery hereof, the Equity Investor hereby certifies to the Trustee and the Custodian that it is the Equity Investor under the Trust Agreement and authorizes and directs the Trustee and the Custodian (a) to execute and deliver this Agreement and any and all other documents and instruments as may be necessary, desirable, or convenient in connection with, incidental to, or contemplated by this Agreement, and (b) to take any and all other actions as may be further directed by the Equity Investor to effect the Transactions.

Section 6.08 The Sublessee agrees that its obligations under Section 15 of the Participation Agreement apply with respect to the Transactions and the negotiation, execution and delivery of this Agreement, and that Section 15(a)(C)(1) and Section 15(c)(G) and (I) of the Participation Agreement shall not apply with respect thereto. The Sublessee agrees to pay the reasonable fees, costs and expenses (including the reasonable fees, costs and expenses of counsel) incurred by the other parties hereto in connection with the Transactions and the negotiation, execution and delivery of this Agreement promptly after presentation of a proper invoice therefor.

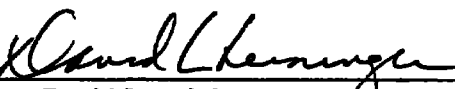
Section 6.09 The Equity Investor and the Sublessee agree that the execution and delivery of this Agreement, the Transactions and the other actions contemplated by this Agreement shall not (a) give rise to a Loss (as defined in the Tax Indemnification Agreement) for purposes of the Tax Indemnification Agreement or (b) otherwise require the Sublessee to make any indemnity payment under the Tax Indemnification Agreement.

Section 6.10 At the cost and expense of the Sublessee, the parties hereto agree to cooperate to cause to be done, executed, acknowledged and delivered each and every such further act, conveyance and assurance reasonably required in order to accomplish the purpose of this Agreement as may be reasonably requested by any other party hereto. Without limiting the generality of the foregoing, each party hereto shall, upon the reasonable request of any other party hereto, execute and deliver and, if required, file and record, such documents and instruments necessary to release any liens in accordance with Article II hereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

DALLAS AREA RAPID TRANSIT

By: 
Name: David L. Leininger
Title: Sr. Vice President, Chief Financial Officer

FIRST HAWAIIAN LEASING, INC.

By: _____
Name: _____
Title: _____

AMBAC ASSET FUNDING CORPORATION

By: _____
Name: _____
Title: _____

AMBAC INVESTMENTS INC.

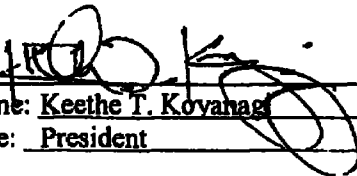
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

DALLAS AREA RAPID TRANSIT

By: _____
Name: _____
Title: _____

FIRST HAWAIIAN LEASING, INC.

By:  _____
Name: Keethe T. Kovanagi
Title: President

AMBAC ASSET FUNDING CORPORATION

By: _____
Name: _____
Title: _____

AMBAC INVESTMENTS INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

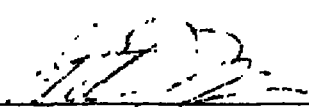
DALLAS AREA RAPID TRANSIT

By: _____
Name: _____
Title: _____

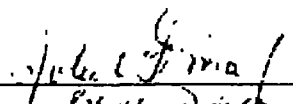
FIRST HAWAIIAN LEASING, INC.

By: _____
Name: _____
Title: _____

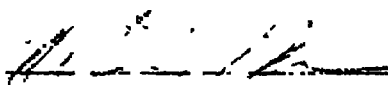
AMBAC ASSET FUNDING CORPORATION

By:  _____
Name: _____
Title: _____ Cathleen J. Matania
Managing Director
~~AMBAC Asset Funding Corporation~~

AMBAC INVESTMENTS INC.

By:  _____
Name: Robert D. Smith
Title: Managing Director

AMBAC ASSURANCE CORPORATION,
on its own behalf and as Management Services
Provider of the Segregated Account on its behalf

By: 
Name: _____
Title: Cathleen J. Matanile
Managing Director
Ambac Assurance Corporation

WILMINGTON TRUST COMPANY, not in its
individual capacity but solely as Trustee

By: _____
Name: _____
Title: _____

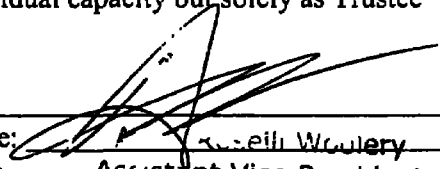
WILMINGTON TRUST COMPANY, in its
individual capacity, as Custodian

By: _____
Name: _____
Title: _____

AMBAC ASSURANCE CORPORATION,
on its own behalf and as Management Services
Provider of the Segregated Account on its behalf

By: _____
Name: _____
Title: _____

WILMINGTON TRUST COMPANY, not in its
individual capacity but solely as Trustee

By: _____
Name:  Russell Woolery
Title: **Assistant Vice President**

WILMINGTON TRUST COMPANY, in its
individual capacity, as Custodian

By: _____
Name:  Anita Roselli Woolery
Title: **Assistant Vice President**

Exhibit A
Amended Exhibits to Sublease

Exhibit B to
Sublease Agreement

SUBLEASE BASIC RENT

Trust 1997-LRV-FH

% of Equipment Value

<u>Basic Rent Payment Date</u>	<u>Advance Rent Paid Currently</u>	<u>Advance Rent Payment Deferred</u>	<u>Arrears Rent Paid Currently</u>	<u>Arrears Rent Payment Deferred</u>	<u>Deferred Rent Paid</u>
Jul 25 1997	0.00000000%	3.47433517%	0.00000000%	0.00000000%	0.00000000%
Jan 1 1998	0.00000000%	8.01769654%	0.00000000%	0.00000000%	0.00000000%
Jan 1 1999	0.00000000%	8.01769654%	0.00000000%	0.00000000%	0.00000000%
Jan 1 2000	0.00000000%	0.00000000%	0.00000000%	0.00000000%	0.00000000%
Jan 1 2001	0.00000000%	0.00000000%	8.01769654%	0.00000000%	0.00000000%
Jan 1 2002	0.00000000%	0.00000000%	8.01769654%	0.00000000%	0.00000000%
Jan 1 2003	0.00000000%	0.00000000%	8.01769654%	0.00000000%	0.00000000%
Jan 1 2004	0.00000000%	0.00000000%	8.01769654%	0.00000000%	0.00000000%
Jan 1 2005	0.00000000%	0.00000000%	8.01769654%	0.00000000%	0.00000000%
Jan 1 2006	9.76470065%	0.00000000%	9.53753256%	0.00000000%	0.00000000%
Jan 1 2007	9.76470065%	0.00000000%	0.00000000%	0.00000000%	0.00000000%
Jan 1 2008	9.76470065%	0.00000000%	0.00000000%	0.00000000%	0.00000000%
Jan 1 2009	9.76470065%	0.00000000%	0.00000000%	0.00000000%	0.00000000%
Jan 1 2010	9.76470065%	0.00000000%	0.00000000%	0.00000000%	0.00000000%
Jan 1 2011	0.00000000%	0.00000000%	0.00000000%	0.00000000%	0.00000000%
Jan 1 2012	0.00000000%	0.00000000%	0.00000000%	0.00000000%	0.00000000%
Jan 1 2013	0.00000000%	13.60215000%	0.00000000%	0.00000000%	9.83431401%
Jan 1 2014	0.25562480%	13.34652520%	0.00000000%	0.00000000%	0.00000000%
Jan 1 2015	2.91899752%	10.68325248%	0.00000000%	0.00000000%	0.00000000%
Jan 1 2016	3.25361827%	10.34853173%	0.00000000%	0.00000000%	0.00000000%
Jan 1 2017	3.45306127%	10.14908873%	0.00000000%	0.00000000%	0.00000000%
Jan 1 2018	3.66843060%	9.93371940%	0.00000000%	0.00000000%	0.00000000%
Jan 1 2019	3.89619325%	9.70595675%	0.00000000%	0.00000000%	0.00000000%
Jan 1 2020	4.00877305%	8.19515195%	0.00000000%	0.00000000%	0.00000000%
Jan 1 2021	4.79837419%	3.35094702%	0.00000000%	0.00000000%	0.00000000%
Jan 1 2022	3.07604833%	0.00000000%	0.00000000%	0.00000000%	0.00000000%
Jan 1 2023	1.43665006%	0.00000000%	0.00000000%	0.00000000%	0.00000000%
Jan 1 2024	1.43665006%	0.00000000%	0.00000000%	0.00000000%	0.00000000%
Jan 1 2025	1.43665006%	0.00000000%	0.00000000%	0.00000000%	0.00000000%
Mar 1 2025	0.00000000%	0.00000000%	0.23944168%	0.00000000%	217.36801675%

Note: Due to the early termination of the debt, the rent payable on January 1 2013,
in the event the purchase option is exercised, is zero.

**Exhibit C to
Sublease Agreement**

STIPULATED LOSS VALUE

Trust 1997-LRV-FH

% of Equipment Value

**Stipulated Loss Value
Determination Date**

**Stipulated Loss Value
Percentage**

August 1, 1997	93.14706691%
September 1, 1997	93.92887428%
October 1, 1997	94.69046805%
November 1, 1997	95.45482445%
December 1, 1997	96.22196734%
January 1, 1998	96.96876998%
February 1, 1998	97.73332897%
March 1, 1998	98.50054560%
April 1, 1998	99.27044282%
May 1, 1998	100.01645850%
June 1, 1998	100.76497168%
July 1, 1998	101.48941862%
August 1, 1998	102.21617680%
September 1, 1998	102.94526615%
October 1, 1998	103.65012153%
November 1, 1998	104.35711893%
December 1, 1998	105.06627686%
January 1, 1999	105.75102867%
February 1, 1999	106.47383918%
March 1, 1999	107.19863509%
April 1, 1999	107.92543355%
May 1, 1999	108.62767907%
June 1, 1999	109.33173239%
July 1, 1999	110.01103632%
August 1, 1999	110.69194993%
September 1, 1999	111.37448710%
October 1, 1999	112.03208908%
November 1, 1999	112.69111329%
December 1, 1999	113.35157203%
January 1, 2000	113.98690490%
February 1, 2000	113.99426779%
March 1, 2000	114.00287121%
April 1, 2000	114.01272589%
May 1, 2000	114.00279586%
June 1, 2000	113.99395703%
July 1, 2000	113.96517204%
August 1, 2000	113.93731540%
September 1, 2000	113.91039514%
October 1, 2000	113.86337256%
November 1, 2000	113.81712084%
December 1, 2000	113.77164663%
January 1, 2001	113.70590986%
February 1, 2001	113.63001603%
March 1, 2001	113.55473669%
April 1, 2001	113.48007715%
May 1, 2001	113.38519745%
June 1, 2001	113.29076828%
July 1, 2001	113.17594822%
August 1, 2001	113.06140647%
September 1, 2001	112.94714543%
October 1, 2001	112.81232223%
November 1, 2001	112.67760459%
December 1, 2001	112.54299342%
January 1, 2002	112.39594761%
February 1, 2002	112.23728495%
March 1, 2002	112.07862230%

April 1, 2002	111.91995964%
May 1, 2002	111.76129699%
June 1, 2002	111.60263433%
July 1, 2002	111.44397168%
August 1, 2002	111.28530902%
September 1, 2002	111.12664636%
October 1, 2002	110.96798371%
November 1, 2002	110.80932105%
December 1, 2002	110.65065840%
January 1, 2003	110.49199574%
February 1, 2003	110.32079849%
March 1, 2003	110.14960123%
April 1, 2003	109.97840398%
May 1, 2003	109.80720673%
June 1, 2003	109.63600948%
July 1, 2003	109.46481222%
August 1, 2003	109.29361497%
September 1, 2003	109.12241772%
October 1, 2003	108.95122046%
November 1, 2003	108.78002321%
December 1, 2003	108.60882596%
January 1, 2004	108.43762870%
February 1, 2004	108.25290660%
March 1, 2004	108.06818450%
April 1, 2004	107.88346239%
May 1, 2004	107.69874029%
June 1, 2004	107.51401819%
July 1, 2004	107.33013300%
August 1, 2004	107.14625504%
September 1, 2004	106.96238437%
October 1, 2004	106.77935797%
November 1, 2004	106.59634621%
December 1, 2004	106.41334923%
January 1, 2005	106.23120406%
February 1, 2005	105.90652350%
March 1, 2005	105.58184294%
April 1, 2005	105.25716239%
May 1, 2005	104.93498155%
June 1, 2005	104.61282231%
July 1, 2005	104.29318456%
August 1, 2005	103.97359037%
September 1, 2005	103.65404010%
October 1, 2005	103.33703387%
November 1, 2005	103.02009391%
December 1, 2005	102.70322081%
January 1, 2006	102.38891485%
February 1, 2006	93.00957716%
March 1, 2006	93.39494013%
April 1, 2006	93.78030310%
May 1, 2006	94.16928730%
June 1, 2006	94.55830277%
July 1, 2006	94.95097103%
August 1, 2006	95.34370237%
September 1, 2006	95.73649735%
October 1, 2006	96.13297775%
November 1, 2006	96.52955417%
December 1, 2006	96.92622743%
January 1, 2007	97.32661960%
February 1, 2007	87.92095185%
March 1, 2007	88.27998476%
April 1, 2007	88.63901766%
May 1, 2007	89.00167528%
June 1, 2007	89.36436421%
July 1, 2007	89.73070942%
August 1, 2007	90.09711778%
September 1, 2007	90.46358985%
October 1, 2007	90.83375087%
November 1, 2007	91.20400800%
December 1, 2007	91.57436207%
January 1, 2008	91.94843862%

February 1, 2008	82.51436792%
March 1, 2008	82.84499786%
April 1, 2008	83.17562781%
May 1, 2008	83.50987190%
June 1, 2008	83.84414721%
July 1, 2008	84.18206815%
August 1, 2008	84.52005205%
September 1, 2008	84.85809946%
October 1, 2008	85.19982508%
November 1, 2008	85.54164653%
December 1, 2008	85.88356463%
January 1, 2009	86.22919437%
February 1, 2009	76.76968908%
March 1, 2009	77.07497404%
April 1, 2009	77.38034938%
May 1, 2009	77.68947535%
June 1, 2009	77.99872487%
July 1, 2009	78.31175848%
August 1, 2009	78.62494939%
September 1, 2009	78.93829895%
October 1, 2009	79.25546802%
November 1, 2009	79.57283009%
December 1, 2009	79.89038684%
January 1, 2010	80.21179942%
February 1, 2010	70.72774675%
March 1, 2010	71.00862636%
April 1, 2010	71.28973962%
May 1, 2010	71.57481336%
June 1, 2010	71.86015697%
July 1, 2010	72.14949760%
August 1, 2010	72.43914494%
September 1, 2010	32.14337159%
October 1, 2010	32.18353895%
November 1, 2010	32.22405322%
December 1, 2010	32.26491736%
January 1, 2011	32.30985925%
February 1, 2011	32.35518913%
March 1, 2011	32.40091063%
April 1, 2011	32.44702700%
May 1, 2011	32.49731933%
June 1, 2011	32.54804599%
July 1, 2011	32.60298841%
August 1, 2011	32.65840534%
September 1, 2011	32.71430087%
October 1, 2011	32.77445680%
November 1, 2011	32.83513226%
December 1, 2011	32.89633173%
January 1, 2012	32.96183741%
February 1, 2012	32.22504918%
March 1, 2012	31.48883171%
April 1, 2012	30.75318976%
May 1, 2012	30.02194404%
June 1, 2012	29.29131680%
July 1, 2012	28.56512910%
August 1, 2012	27.83960355%
September 1, 2012	27.11474588%
October 1, 2012	26.39437757%
November 1, 2012	25.67472169%
December 1, 2012	24.95578437%
January 1, 2013	23.99138753%
February 1, 2013	24.49138743%
March 1, 2013	24.49138745%
April 1, 2013	24.49138745%
May 1, 2013	24.49138746%
June 1, 2013	24.49138746%
July 1, 2013	24.49138747%
August 1, 2013	24.49138747%
September 1, 2013	24.49138748%
October 1, 2013	24.49138748%
November 1, 2013	24.49138749%

December 1, 2013	24.49138749%
January 1, 2014	24.49138750%
February 1, 2014	24.23576265%
March 1, 2014	24.23576266%
April 1, 2014	24.23576267%
May 1, 2014	24.23576267%
June 1, 2014	24.23576268%
July 1, 2014	24.24490967%
August 1, 2014	24.25413568%
September 1, 2014	24.26344135%
October 1, 2014	24.28197440%
November 1, 2014	24.30066749%
December 1, 2014	24.31952203%
January 1, 2015	24.34768639%
February 1, 2015	21.42878881%
March 1, 2015	21.42878882%
April 1, 2015	21.42878882%
May 1, 2015	21.42878883%
June 1, 2015	21.42878883%
July 1, 2015	21.43916358%
August 1, 2015	21.44962792%
September 1, 2015	21.46018263%
October 1, 2015	21.48120323%
November 1, 2015	21.50240537%
December 1, 2015	21.52379062%
January 1, 2016	21.55573529%
February 1, 2016	18.30211696%
March 1, 2016	18.30211696%
April 1, 2016	18.30211697%
May 1, 2016	18.30211698%
June 1, 2016	18.30211698%
July 1, 2016	18.31312608%
August 1, 2016	18.32423026%
September 1, 2016	18.33543034%
October 1, 2016	18.35773624%
November 1, 2016	18.38023478%
December 1, 2016	18.40292762%
January 1, 2017	18.43682554%
February 1, 2017	14.98376418%
March 1, 2017	14.98376420%
April 1, 2017	14.98376420%
May 1, 2017	14.98376421%
June 1, 2017	14.98376422%
July 1, 2017	14.99545313%
August 1, 2017	15.00724300%
September 1, 2017	15.01913468%
October 1, 2017	15.04281798%
November 1, 2017	15.06670580%
December 1, 2017	15.09079993%
January 1, 2018	15.12679106%
February 1, 2018	11.45994791%
March 1, 2018	11.45994793%
April 1, 2018	11.45994793%
May 1, 2018	11.45994795%
June 1, 2018	11.45994795%
July 1, 2018	11.47236602%
August 1, 2018	11.48489135%
September 1, 2018	11.49752484%
October 1, 2018	11.52268551%
November 1, 2018	11.54806346%
December 1, 2018	11.57366060%
January 1, 2019	11.61189686%
February 1, 2019	7.71570352%
March 1, 2019	7.71570353%
April 1, 2019	7.71570354%
May 1, 2019	7.71570355%
June 1, 2019	7.71570356%
July 1, 2019	7.72890440%
August 1, 2019	7.74221924%
September 1, 2019	7.75564908%

October 1, 2019	7.78239571%
November 1, 2019	7.80937336%
December 1, 2019	7.83658399%
January 1, 2020	7.87723044%
February 1, 2020	3.86845730%
March 1, 2020	3.86845731%
April 1, 2020	3.86845732%
May 1, 2020	3.86845733%
June 1, 2020	3.86845734%
July 1, 2020	3.88072297%
August 1, 2020	3.89309455%
September 1, 2020	3.90557295%
October 1, 2020	3.93042477%
November 1, 2020	3.95549120%
December 1, 2020	3.98077411%
January 1, 2021	4.01854102%
February 1, 2021	3.01109829%
March 1, 2021	3.03138419%
April 1, 2021	3.05167010%
May 1, 2021	3.07195600%
June 1, 2021	3.09224190%
July 1, 2021	3.11252780%
August 1, 2021	3.13281371%
September 1, 2021	3.15309961%
October 1, 2021	3.17487499%
November 1, 2021	3.19666324%
December 1, 2021	3.21846447%
January 1, 2022	3.24176827%
February 1, 2022	2.24625538%
March 1, 2022	2.26116780%
April 1, 2022	2.27608021%
May 1, 2022	2.29099262%
June 1, 2022	2.30590503%
July 1, 2022	2.32225623%
August 1, 2022	2.33861985%
September 1, 2022	2.35499601%
October 1, 2022	2.37295451%
November 1, 2022	2.39093932%
December 1, 2022	2.40895066%
January 1, 2023	2.42855846%
February 1, 2023	1.02220503%
March 1, 2023	1.03260829%
April 1, 2023	1.04303349%
May 1, 2023	1.05515548%
June 1, 2023	1.06731426%
July 1, 2023	1.08118478%
August 1, 2023	1.09510720%
September 1, 2023	1.10908197%
October 1, 2023	1.12478417%
November 1, 2023	1.14055408%
December 1, 2023	1.15639229%
January 1, 2024	1.17397403%
February 1, 2024	0.64250326%
March 1, 2024	0.70843418%
April 1, 2024	0.77493451%
May 1, 2024	0.85741944%
June 1, 2024	0.94061675%
July 1, 2024	1.03994286%
August 1, 2024	1.14012679%
September 1, 2024	1.24117594%
October 1, 2024	1.35850809%
November 1, 2024	1.47685354%
December 1, 2024	1.59622106%
January 1, 2025	1.73202977%
February 1, 2025	0.29353222%
March 1, 2025	0.00000000%

Exhibit D to
Sublease Agreement

TERMINATION VALUE

Trust 1997-LRV-FH

% of Equipment Value

Termination Date/
Termination Value
Determination Date

Termination Value
Percentage

August 1, 1997	93.14706691%
September 1, 1997	93.92887428%
October 1, 1997	94.69046805%
November 1, 1997	95.45482445%
December 1, 1997	96.22196734%
January 1, 1998	96.96876998%
February 1, 1998	97.73332897%
March 1, 1998	98.50054560%
April 1, 1998	99.27044282%
May 1, 1998	100.01645850%
June 1, 1998	100.76497168%
July 1, 1998	101.48941862%
August 1, 1998	102.21617680%
September 1, 1998	102.94526615%
October 1, 1998	103.65012153%
November 1, 1998	104.35711893%
December 1, 1998	105.06627686%
January 1, 1999	105.75102867%
February 1, 1999	106.47383918%
March 1, 1999	107.19863509%
April 1, 1999	107.92543355%
May 1, 1999	108.62767907%
June 1, 1999	109.33173239%
July 1, 1999	110.01103632%
August 1, 1999	110.69194993%
September 1, 1999	111.37448710%
October 1, 1999	112.03208908%
November 1, 1999	112.69111329%
December 1, 1999	113.35157203%
January 1, 2000	113.98690490%
February 1, 2000	113.99426779%
March 1, 2000	114.00287121%
April 1, 2000	114.01272589%
May 1, 2000	114.00279586%
June 1, 2000	113.99395703%
July 1, 2000	113.96517204%
August 1, 2000	113.93731540%
September 1, 2000	113.91039514%
October 1, 2000	113.86337256%
November 1, 2000	113.81712084%
December 1, 2000	113.77164663%
January 1, 2001	113.70590986%
February 1, 2001	113.63001603%
March 1, 2001	113.55473669%
April 1, 2001	113.48007715%
May 1, 2001	113.38519745%
June 1, 2001	113.29076828%
July 1, 2001	113.17594822%
August 1, 2001	113.06140647%
September 1, 2001	112.94714543%
October 1, 2001	112.81232223%
November 1, 2001	112.67760459%
December 1, 2001	112.54299342%
January 1, 2002	112.39594761%
February 1, 2002	112.23728495%
March 1, 2002	112.07862230%

April 1, 2002	111.91995964%
May 1, 2002	111.76129699%
June 1, 2002	111.60263433%
July 1, 2002	111.44397168%
August 1, 2002	111.28530902%
September 1, 2002	111.12664636%
October 1, 2002	110.96798371%
November 1, 2002	110.80932105%
December 1, 2002	110.65065840%
January 1, 2003	110.49199574%
February 1, 2003	110.32079849%
March 1, 2003	110.14960123%
April 1, 2003	109.97840398%
May 1, 2003	109.80720673%
June 1, 2003	109.63600948%
July 1, 2003	109.46481222%
August 1, 2003	109.29361497%
September 1, 2003	109.12241772%
October 1, 2003	108.95122046%
November 1, 2003	108.78002321%
December 1, 2003	108.60882596%
January 1, 2004	108.43762870%
February 1, 2004	108.25290660%
March 1, 2004	108.06818450%
April 1, 2004	107.88346239%
May 1, 2004	107.69874029%
June 1, 2004	107.51401819%
July 1, 2004	107.33013300%
August 1, 2004	107.14625504%
September 1, 2004	106.96238437%
October 1, 2004	106.77935797%
November 1, 2004	106.59634621%
December 1, 2004	106.41334923%
January 1, 2005	106.23120406%
February 1, 2005	105.90652350%
March 1, 2005	105.58184294%
April 1, 2005	105.25716239%
May 1, 2005	104.93498155%
June 1, 2005	104.61282231%
July 1, 2005	104.29318456%
August 1, 2005	103.97359037%
September 1, 2005	103.65404010%
October 1, 2005	103.33703387%
November 1, 2005	103.02009391%
December 1, 2005	102.70322081%
January 1, 2006	102.38891485%
February 1, 2006	93.00957716%
March 1, 2006	93.39494013%
April 1, 2006	93.78030310%
May 1, 2006	94.16928730%
June 1, 2006	94.55830277%
July 1, 2006	94.95097103%
August 1, 2006	95.34370237%
September 1, 2006	95.73649735%
October 1, 2006	96.13297775%
November 1, 2006	96.52955417%
December 1, 2006	96.92622743%
January 1, 2007	97.32661960%
February 1, 2007	87.92095185%
March 1, 2007	88.27998476%
April 1, 2007	88.63901768%
May 1, 2007	89.00167528%
June 1, 2007	89.36436421%
July 1, 2007	89.73070942%
August 1, 2007	90.09711778%
September 1, 2007	90.46358985%
October 1, 2007	90.83375087%
November 1, 2007	91.20400800%
December 1, 2007	91.57436207%
January 1, 2008	91.94843862%

February 1, 2008	82.51436792%
March 1, 2008	82.84499786%
April 1, 2008	83.17562781%
May 1, 2008	83.50987190%
June 1, 2008	83.84414721%
July 1, 2008	84.18206815%
August 1, 2008	84.52005205%
September 1, 2008	84.85809946%
October 1, 2008	85.19982508%
November 1, 2008	85.54164653%
December 1, 2008	85.88356463%
January 1, 2009	86.22919437%
February 1, 2009	76.76968908%
March 1, 2009	77.07497404%
April 1, 2009	77.38034938%
May 1, 2009	77.68947535%
June 1, 2009	77.99872487%
July 1, 2009	78.31175848%
August 1, 2009	78.62494939%
September 1, 2009	78.93829895%
October 1, 2009	79.25546802%
November 1, 2009	79.57283009%
December 1, 2009	79.89038684%
January 1, 2010	80.21179942%
February 1, 2010	70.72774675%
March 1, 2010	71.00862636%
April 1, 2010	71.28973962%
May 1, 2010	71.57481336%
June 1, 2010	71.86015697%
July 1, 2010	72.14949760%
August 1, 2010	72.43914494%
September 1, 2010	32.14337159%
October 1, 2010	32.18353895%
November 1, 2010	32.22405322%
December 1, 2010	32.26491736%
January 1, 2011	32.30985925%
February 1, 2011	32.35518913%
March 1, 2011	32.40091063%
April 1, 2011	32.44702700%
May 1, 2011	32.49731933%
June 1, 2011	32.54804599%
July 1, 2011	32.60298841%
August 1, 2011	32.65840534%
September 1, 2011	32.71430087%
October 1, 2011	32.77445680%
November 1, 2011	32.83513226%
December 1, 2011	32.89633173%
January 1, 2012	32.96183741%
February 1, 2012	32.22504918%
March 1, 2012	31.48883171%
April 1, 2012	30.75318976%
May 1, 2012	30.02194404%
June 1, 2012	29.29131680%
July 1, 2012	28.56512910%
August 1, 2012	27.83960355%
September 1, 2012	27.11474588%
October 1, 2012	26.39437757%
November 1, 2012	25.67472169%
December 1, 2012	24.95578437%
January 1, 2013	23.99138753%
February 1, 2013	24.49138743%
March 1, 2013	24.49138745%
April 1, 2013	24.49138745%
May 1, 2013	24.49138746%
June 1, 2013	24.49138746%
July 1, 2013	24.49138747%
August 1, 2013	24.49138747%
September 1, 2013	24.49138748%
October 1, 2013	24.49138748%
November 1, 2013	24.49138749%

December 1, 2013	24.49138749%
January 1, 2014	24.49138750%
February 1, 2014	24.23576265%
March 1, 2014	24.23576266%
April 1, 2014	24.23576267%
May 1, 2014	24.23576267%
June 1, 2014	24.23576268%
July 1, 2014	24.24490967%
August 1, 2014	24.25413568%
September 1, 2014	24.26344135%
October 1, 2014	24.28197440%
November 1, 2014	24.30066749%
December 1, 2014	24.31952203%
January 1, 2015	24.34768639%
February 1, 2015	21.42878881%
March 1, 2015	21.42878882%
April 1, 2015	21.42878882%
May 1, 2015	21.42878883%
June 1, 2015	21.42878883%
July 1, 2015	21.43916358%
August 1, 2015	21.44962792%
September 1, 2015	21.46018263%
October 1, 2015	21.48120323%
November 1, 2015	21.50240537%
December 1, 2015	21.52379062%
January 1, 2016	21.55573529%
February 1, 2016	18.30211696%
March 1, 2016	18.30211696%
April 1, 2016	18.30211697%
May 1, 2016	18.30211698%
June 1, 2016	18.30211698%
July 1, 2016	18.31312608%
August 1, 2016	18.32423026%
September 1, 2016	18.33543034%
October 1, 2016	18.35773624%
November 1, 2016	18.38023478%
December 1, 2016	18.40292762%
January 1, 2017	18.43682554%
February 1, 2017	14.98376418%
March 1, 2017	14.98376420%
April 1, 2017	14.98376420%
May 1, 2017	14.98376421%
June 1, 2017	14.98376422%
July 1, 2017	14.99545313%
August 1, 2017	15.00724300%
September 1, 2017	15.01913468%
October 1, 2017	15.04281798%
November 1, 2017	15.06670580%
December 1, 2017	15.09079993%
January 1, 2018	15.12679106%
February 1, 2018	11.45994791%
March 1, 2018	11.45994793%
April 1, 2018	11.45994793%
May 1, 2018	11.45994795%
June 1, 2018	11.45994795%
July 1, 2018	11.47236602%
August 1, 2018	11.48489135%
September 1, 2018	11.49752484%
October 1, 2018	11.52268551%
November 1, 2018	11.54806346%
December 1, 2018	11.57366060%
January 1, 2019	11.61189686%
February 1, 2019	7.71570352%
March 1, 2019	7.71570353%
April 1, 2019	7.71570354%
May 1, 2019	7.71570355%
June 1, 2019	7.71570356%
July 1, 2019	7.72890440%
August 1, 2019	7.74221924%
September 1, 2019	7.75564908%

October 1, 2019	7.78239571%
November 1, 2019	7.80937336%
December 1, 2019	7.83658399%
January 1, 2020	7.87723044%
February 1, 2020	3.86845730%
March 1, 2020	3.86845731%
April 1, 2020	3.86845732%
May 1, 2020	3.86845733%
June 1, 2020	3.86845734%
July 1, 2020	3.89072297%
August 1, 2020	3.89309455%
September 1, 2020	3.90557295%
October 1, 2020	3.93042477%
November 1, 2020	3.95549120%
December 1, 2020	3.98077411%
January 1, 2021	4.01854102%
February 1, 2021	3.01109829%
March 1, 2021	3.03138419%
April 1, 2021	3.05167010%
May 1, 2021	3.07195600%
June 1, 2021	3.09224190%
July 1, 2021	3.11252780%
August 1, 2021	3.13281371%
September 1, 2021	3.15309961%
October 1, 2021	3.17487499%
November 1, 2021	3.19666324%
December 1, 2021	3.21846447%
January 1, 2022	3.24176827%
February 1, 2022	2.24625538%
March 1, 2022	2.26116780%
April 1, 2022	2.27608021%
May 1, 2022	2.29099262%
June 1, 2022	2.30590503%
July 1, 2022	2.32225623%
August 1, 2022	2.33861985%
September 1, 2022	2.35499601%
October 1, 2022	2.37295451%
November 1, 2022	2.39093932%
December 1, 2022	2.40895066%
January 1, 2023	2.42855846%
February 1, 2023	1.02220503%
March 1, 2023	1.03260829%
April 1, 2023	1.04303349%
May 1, 2023	1.05515548%
June 1, 2023	1.06731426%
July 1, 2023	1.08118478%
August 1, 2023	1.09510720%
September 1, 2023	1.10908197%
October 1, 2023	1.12478417%
November 1, 2023	1.14055408%
December 1, 2023	1.15639229%
January 1, 2024	1.17397403%
February 1, 2024	0.64250326%
March 1, 2024	0.70843418%
April 1, 2024	0.77493451%
May 1, 2024	0.85741944%
June 1, 2024	0.94061675%
July 1, 2024	1.03994286%
August 1, 2024	1.14012679%
September 1, 2024	1.24117594%
October 1, 2024	1.35850809%
November 1, 2024	1.47685354%
December 1, 2024	1.59622106%
January 1, 2025	1.73202977%
February 1, 2025	0.29355222%
March 1, 2025	0.00000000%

AGREED PURCHASE OPTION PRICE

Trust 1997-LRV-FH

% of Equipment Value

<u>Payment Date</u>	<u>Purchase Price</u>
Jan 1 2013	6.71551852%
Apr 15 2013	6.72754573%
Jun 15 2013	6.72754573%
Sep 15 2013	6.72754573%
Dec 15 2013	6.72754573%